Annexure-B 1

BENGALURU METROPOLITAN TRANSPORT CORPORATION
CENTRAL OFFICES, STORES AND PURCHASE BRANCH,
BENGALURU-560027

Sub: Collection and Disposal of Hazardous waste generated at depots and workshops of BMTC.

Ref: Tender No.BMTC/2024-25/SE0907.

STANDARD TERMS & CONDITIONS

Note: The Tenderer should agree for the payment and Security Deposit clause of the Tender. The offers which do not agree for the payment and security deposit clause of the Tender will be considered as Conditional offers and will not be considered for evaluation.

1. Submission of Tender Documents:

i) The Tender shall be submitted through e-Procurement Portal (http://eproc.karnataka.gov.in). Vendors need to register the e-Procurement portal to submit their bids online. The tender document can be viewed free of cost on e-Procurement Portal.

ii) The Tender is invited as per the provisions of the Karnataka Transparency in Public Procurement Act-1999 in **two cover system** .i,e., Pre-Qualification (Technical) and Commercial offer separately. The following documents are available in the Tender Document:-

iii) Annexure-A Pre-qualification form (to be filled and uploaded in the same file and format).

iv) Annexure –A1 in respect of payment of Tender Processing Fee & Earnest Money Deposit (to be filled and uploaded in the same file and format).

v) Annexure B –Terms and Conditions (in the view only format and can be downloaded)

vi) Annexure B-1... –Standard Terms and Conditions (in the view only format and can be downloaded).

vii) **Declaration I** - Declaration towards offering lowest rate on Rs. 20 Stamp paper (in the view only format and can be downloaded - to be

uploaded to the e-procurement portal duly filled & signed and attached to Pre-qualification offer).

viii) **Additional format** (in the view only format and can be downloaded – to be uploaded and attached to pre-qualification offer duly filled).

ix) **Additional Format** (to be filled and uploaded in the same file and format).

x) The offers with condition are liable to be rejected.

2. Submission of Tender details through e-Procurement portal.

i) In the first cover Pre-qualification details as specified in the Annexure-A should be filled and the same should be uploaded.

ii) The tenderers shall pay the tender processing fee and EMD through any of the following e-payment modes. The details are available at the end of this document.

(a) Credit Card
(b) Direct Debit
(c) National Electronic Fund Transfer (NEFT)
(d) Over the Counter (OTC) (ICICI Bank)

iii) The necessary pre-qualification documents shall be scanned and attached along with Annexure–A & Annexure-A1 in electronic mode in proof of earlier service provider. The Pre-qualification offer without attachment of scanned image will be disqualified.

3. Submission of Commercial Offer through e-Procurement portal.

The Commercial details as specified in the tender shall be filled and uploaded in the same format, which shall be encrypted using the Digital Signature Certificate of the tenderer. The End rate shall be provided by the tenderer in the appropriate field against each item. The Commercial offer shall not be submitted in hard copy. **Only Commercial offer uploaded through e-procurement portal, will be considered for evaluation.** The uploading of commercial offer along with the pre-qualification offer, lead to the disqualification of the firm.

i) Any variation noticed in the Original documents compared to documents submitted through e-portal mode will lead to disqualification of the firm. The Corporation reserves the right to Black list such firms apart from initiating other legal action.

ii) The Tender inviting authority reserves the rights to extend the last date of receipt of the Tender which would be available in the e-Procurement portal.

4. OPENING OF TENDERS

i) The Tenders will be opened online on the due date and time at the Stores and Purchase Branch, 5th Floor, Central Offices, BMTC, Shanthinagar, Bengaluru - 560 027.

ii) The Tenderers or their representatives can be present on the date, time and place of opening of the Pre-qualification and Commercial Offer on the respective dates, when the commercial details of the Tenderers can be viewed.

iii) The commercial bids of the Tenderers, who are pre-qualified, will only be opened.

iv) The Commercial offers of all the Tenderers which are opened are available for free view in the Web site to the Tenderers, from the date and time of its opening.

5. PRICES:

i) The Taxes, Levies and other incidental charges should be mentioned in percentage only. The End rate shall be provided by the tenderer based on the Basic Rate and percentage of discount if any, Taxes and other incidental charges.

ii) The Cells should not be filled with the words such as “Not applicable”, Extra”, “Inclusive” “Exclusive”, etc. If any levies and incidental charges not applicable, nil value shall be entered..

6. PRE-AWARD PENAL CLAUSE:

After opening of the tender, if any service provider **WITHDRAW** their offer in view of wrong quote in the e-procurement portal OR claim any modification on their offered basic rates i.e., inclusive of discount packing, forwarding, Freight charges (other than variation in statutory levies due to Govt. Policy), the offer of such firm will not be considered and the firm will be **BLACK LISTED FOR TWO FUTURE TENDER CYCLES** besides forfeiting their EMD.

7. PAYMENT:

Payment will be made on monthly basis from Account Department, Central Office, BMTC within 30 working days of the succeeding month from the date of receipt of Bills.

The tenderer should pay minimum wages to the laborers, working in the process of hazardous waste disposal as per minimum wages act.

*** Please note that, No other payment conditions will be accepted by BMTC.

8. VALIDITY:

i) The Offer should be valid for 180 days from the date of opening of the Tender and the successful Tenderer has to extend the validity of the Offers till the completion of the Work Order. He should hold the price valid for the tender period and should give a commitment in this regard in the bid itself. No increase in the rate decided on any account will be entertained during the period of execution of the Tender.

ii) The Tender inviting Authority may seek extension of the validity of offer by writing, in case of delay in acceptance of the tenders.

9. E.M.D.

i) The EMD (Refundable to unsuccessful bidders) as prescribed shall be submitted online through the e-Procurement portal using any of the following 4 modes.

a) Credit Card
b) Direct Debit
c) National Electronic Fund Transfer (NEFT)
d) Over the Counter (OTC) (ICICI Bank)

ii) The EMD do not carry any interest

iii) The EMD will be forfeited in the following cases:

a) If the tenderer withdraw the Quotation or make any modification in the Rates, terms and conditions before the expiry of the initial validity period i.e. 180 days from the date of opening of the Tender.

b) If the specified security deposit is not paid within seven days on acceptance of offer.

10. SECURITY DEPOSIT:

a. The successful Tenderer will be intimated through letter of Intent regarding placement of order with the details of materials, Quantity, Rate and other Terms and conditions with a request to submit the Security Deposit as prescribed and to start Service simultaneously so as to release the regular Work Order.

b. Before starting the service, the Successful Tenderer has to pay Security Deposit as prescribed, in the Form of DD of any Nationalized Bank, drawn in favor of the CAO-FA, BMTC, Central Offices, Bengaluru-560027 or Bank Guarantee of any Nationalized Banks OR Public Sector Banks OR Private sector Banks – Indian Banks in favour of Controller of Stores & Purchases, BMTC, Central Offices, Bengaluru-560027. The Bank Guarantee should be submitted in the format prescribed by the Corporation. The Bank guarantee submitted in any other manner is not acceptable. The Bank Guarantee should be valid up to **30 months** from the date of LOI. The corporation reserves the right to accept the Security Deposit in any other forms. The Regular Purchase Order will be placed only on receipt of the Security Deposit.

c. The Security Deposit is liable to be forfeited either in full or in part, if the Tenderer on whom the Work order is placed, fails to complete the services as per the terms and conditions of the work order or in case of non settlement of claims. The Security Deposit will be refunded after completion of Work order OR after settlement of all claims.

d. The Security Deposit does not carry any interest.

11. RISK PURCHASE / PENAL CLAUSE:

i) If services are not made as per the delivery schedule prescribed or the revised delivery schedule intimated by the consignee, if any, the consignee will purchase such requirements from any alternate sources and the extra expenditure incurred thereof will be recovered from the service provider Bills due for payment or from the Security Deposit. Further the default service provider has to reimburse all the liquidated damages/losses arising due to non-fulfillment of contractual obligations.

ii) If the services are not effected as per delivery schedule, the BMTC reserves the right to Black list the firm.

12. GENERAL:

i) The Quantity indicated in the Tender is approximate requirement. However, the actual quantity may vary as per the requirements at the time of releasing the order. Accordingly services are to be effected.

ii) The Tender Accepting Authority at any time before passing order of acceptance may reject all the tenders on the ground of changes in the scope of work, failure of anticipated financial sources, accidents, calamities, or any other grounds which would render the procurement un-necessary or impossible.

iii) The service provider shall undertake to abide by all the terms and conditions of the tender.

iv) In the matter of any disputes, the decision of the Managing Director, BMTC is binding on all the Tenderers

13. DECLARATION-1:

i. The declaration-1 shall be given on the stamp paper of Rs.20/- as per the format provided. If the Tenderer is found guilty i.e., given wrong information in this regard as on the date of tender opening, they will be liable for disqualification.

ii. The Declaration-1 shall be scanned and attached along with Annexure A' in electronic mode (scanned). The original document shall be submitted along with the Original Documents.

14. WORK INSPECTION:

The BMTC reserve the right to conduct Factory Inspection of the Tenderers at any time to ensure that the firm is having required infrastructure facility to execute the orders and disqualify the firm, if found the Tenderer is not having required infrastructure facility.

15. CORRUPT/FRAUDULENT PRACTICE:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution.

"Fraudulent Practice" means a misrepresentation of facts in order influence a procurement process or the execution of a contract to the detriment of BMTC, and includes collusive practice among the tenderers (prior to or after tender submission) designed to establish

tender prices at artificial non-competitive levels and to deprive BMTC of the benefits of free and open competition .

1) Tenderers/ Service provider / Contractors should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the BMTC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.
2) Tenderers / Service provider / Contractors shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.
3) Tenderers / Service provider / Contractors shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the Tender and prior to the notification of the Award and if any attempt by the tenderer to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

4) In such cases, the Tender inviting authority
   i. Will reject a proposal for award if it determines that the Tenderers/Service provider s/ Contractors recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
   ii. Debarment of tenderers: The procurement entity may debar tenderers, for a period not exceeding three years, from participation in its tenders, following such procedure as may be prescribed on the ground that tenderer is engaged in corrupt or fraudulent practices in competing or executing the contract including misleading the procuring entity at any stage of procurement activity with a fraudulent intention.

5) Furthermore, Tenderers / Service provider s/ Contractors shall be aware of the provision stated below:

   i. The Tenderers / Service Provider / Contractors shall permit the BMTC to inspect their accounts and records relating to the performance and to have them audited by auditors appointed by BMTC, if so required.

   ii. BMTC may at any time terminate the Contract by giving written notice to the Tenderers / Service Provider / Contractors, if they becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderers / Service Provider / Contractors, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BMTC.

6) Termination for Default:

   BMTC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Tenderers / Service Provider / Contractors, terminate the Contract in whole or part

   i. If the Tenderers / Service Provider / Contractors fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by BMTC.

      OR

   ii. If the Tenderers / Service Provider / Contractors fails to perform any other obligation(s) under the Contract.

7) **Disputes Resolution Clause:** In case of any legal dispute arising between BMTC and any Tenderers shall be within the jurisdiction of Bangalore Courts only.

CONTROLLER OF STORES AND PURCHASES

[TENDER INVITING AUTHORITY]